

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	02-06-2026 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	02-06-2026 15:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Heavy Industries And Public Enterprises
विभाग का नाम/Department Name	Department Of Heavy Industry
संगठन का नाम/Organisation Name	Bharat Heavy Electricals Limited (bhel)
कार्यालय का नाम/Office Name	Hep Bhopal
कुल मात्रा/Total Quantity	200
वस्तु श्रेणी /Item Category	E5563010- IT# 01-CIRCLIP FOR SHAFT DIA 120MM TO SPEC NO. AA7167001REV 05 , E5563010- IT# 02-CIRCLIP FOR SHAFT DIA- 115MM TO SPEC. AA7167001 REV05
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	CIRCLIP FOR SHAFT DIA- 115MM TO SPEC. AA7167001 REV05
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Polypropylene-Random Copolymer Pipes for Hot and Cold Water Supplies conforming to IS 15801
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> Trouser Disposable Cotton Voile for Special Clothing Personnel Related to Special Platform
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3

बिड विवरण/Bid Details	
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer	Yes
बिड का प्रकार/Type of Bid	Two Packet Bid
प्राथमिक उत्पाद श्रेणी/Primary product category	E5563010- IT# 01-CIRCLIP FOR SHAFT DIA 120MM TO SPEC NO. AA7167001REV 05
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	3 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Payment Timelines	Payments shall be made to the Seller within 45 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	No
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एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
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सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	25

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

1. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

E5563010- IT# 01-CIRCLIP FOR SHAFT DIA 120MM TO SPEC NO. AA7167001REV 05 (100 pieces)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
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इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess
100%	NA

परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	डिलीवरी अनुसूची /Delivery Schedule अनुबंध प्रारम्भ होने की तारीख से दिनों की संख्या में /In number of days from contract start days)		
1	Ashok Kumar Vishwakarma	462022,BHARAT HEAVY ELECTRICAL LTD, PIPLANI	मात्रा /Quantity	प्रारंभ होने की तारीख से डिलीवरी /Delivery to start after	डिलीवरी _____ तक पूरी कर ली जाए /Delivery to be completed by
			100	0	45

E5563010- IT# 02-CIRCLIP FOR SHAFT DIA- 115MM TO SPEC. AA7167001 REV05 (100 pieces)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
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इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess
100%	NA

परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	डिलीवरी अनुसूची /Delivery Schedule अनुबंध प्रारम्भ होने की तारीख से दिनों की संख्या में /In number of days from contract start days)		

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	डिलीवरी अनुसूची /Delivery Schedule अनुबंध प्रारम्भ होने की तारीख से दिनों की संख्या में /(In number of days from contract start days)		
1	Ashok Kumar Vishwakarma	462022,BHARAT HEAVY ELECTRICAL LTD, PIPLANI	मात्रा /Quantity	प्रारम्भ होने की तारीख से डिलीवरी /Delivery to start after	डिलीवरी _____तक पूरी कर ली जाए /Delivery to be completed by
			100	0	45

Buyer added Bid Specific Additional Scope of Work

क्र.सं./S.N o.	Document Title	Description	रिवर्स प्रभार के अनुसार जीएसटी/Applicable i.r.o. Items
1	Technical Spec with T-PQR View	Technical Spec with T-PQR	E5563010- IT# 01-CIRCLIP FOR SHAFT DIA 120MM TO SPEC NO. AA7167001REV 05(100)
2	OEM and MSE Declaration View	OEM and MSE Declaration	E5563010- IT# 01-CIRCLIP FOR SHAFT DIA 120MM TO SPEC NO. AA7167001REV 05(100)

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be (Increased quantity ÷ Original quantity) × Original delivery period (in days), subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

BUYER ADDED BID SPECIFIC ATC:

SL. NO.	DESCRIPTION	DETAILS
1.	ITEM DESCRIPTION	E5563010 - SUPPLY OF 2 TYPE OF CIRCLIPS FOR TA7003 1. E5563010- IT#01-CIRCLIP FOR SHAFT DIA 120MM TO SPEC NO. AA7167001 RE 2. E5563010- IT#02-CIRCLIP FOR SHAFT DIA- 115MM TO SPEC. AA7167001 REV (
2.	QUANTITY	ITEM#01 - 100 No. ITEM#02 - 100 No.
3.	QUANTITY VARIATION	± 25% Option Clause applicable (Max. Qty. 125 No. Each ITEM#01 & ITEM#02)
4.	SPLITTING OF QUANTITY	Not applicable
5.	OFFER RATE	Bidder to submit their Offer Rate inclusive of P&F, Freight, Insurance (as applicable) and GST. PO placed on GeM is inclusive of GST or HSN CODE: _____ (to be mentioned by bidder)
6.	EVALUATION CRITERIA	Total value wise evaluation (Overall L1 basis)
7.	DELIVERY ADDRESS	CRX, BHEL, Bhopal-462022
8.	DELIVERY TERMS	FOR Destination
9.	DELIVERY SCHEDULE	For the lot of 100 No. each in single Lot for both IT#01 & IT02, scheduled delivery to be within 45 days from the PO date. Early delivery is acceptable. Option Clause of ± 25% in Gem is applicable.
10.	PENALTY / LAD	As per GeM GTC
11.	PRICE BASIS	Firm Price basis

12.	PAYMENT TERMS	<p>Payment in</p> <p>(a) 45 days for UDYAM Registered MSE bidders</p> <p>(b) 60 days for UDYAM Registered Medium Enterprises</p> <p>(c) 90 days for Non-MSME bidders</p> <p>from receipt of material (not from CRAC), subject to acceptance of material and relevant documents at BHEL.</p> <p><i>(This is in suppression of Payment Timelines as mentioned in the bid document as default)</i></p>
13.	TECHNICAL PQ R	Applicable as attached
14.	FINANCIAL PQ R	Not applicable
15.	QAP	Not applicable
16.	INSPECTION CONDITION	BY BHEL AT BHEL BHOPAL
17.	TECHNICAL CONDITION	SUPPLIER`S IDENTIFICATION MARK SHOULD BE ON EACH JOB
18.	SAMPLE	No
19.	TOOLS, JIGS & FIXTURES	Not applicable
20.	TEST CERTIFICATE	All TC supplied along with material should be as per Drg./Spec. mentioned in item description/ Annexure and should incorporate Drg./Spec. No.
21.	GUARANTEE CERTIFICATE	As per GeM GTC and GC should incorporate Drg./Spec. No. as mentioned in item description/ Annexure.
22.	INTEGRITY PACT (IP)	Not applicable

23. CONFLICT OF INTEREST AMONG BIDDERS/ AGENTS

Treatment of cases regarding conflict of interest:

The bidder notes that a conflict of interest would said to have occurred in tender process and execution of the resultant contract, in case of any of the following situations:

- i) If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly;
- ii) The bidder (or his allied firm) provided services for the need assessment procurement planning of the Tender process in which it is participating;
- iii) Procurement of goods directly from the manufacturers /suppliers shall be preferred. However, if the OEM/ Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly to both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not be more than one Authorised distributor (with/ or without the OEM) from whom equipment manufactured by an Original Equipment Manufacturer (OEM) procurements under a Proprietary Article Certificate.
- iv) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.

The Bidder declares that they have read and understood the above aspects and the bidder confirms that such conflict of interest does not exist and understands that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard.

This applies in particular to prices, specifications, certifications, subsidiary acts, submission or non-submission of bids or any other actions to restrict competition or to introduce cartelization in the bidding process. In case, the bidder is found having indulged in above activities, the same will be considered as a violation of the tender conditions, and suitable action will be taken by BHEL as per extant policies/ guidelines.

24. BREACH OF CONTRACT

The following shall amount to breach of contract:

- I. Non-supply of material/ non-completion of work by the Supplier/Vendor scheduled delivery/ completion period as per contract or as extended from to time.
- II. The Supplier/Vendor fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery completion period.
- III. The Supplier/Vendor delivers equipment/ material not of the contracted type.
- IV. The Supplier/Vendor fails to replace the defective equipment/ material/ component as per guarantee clause.
- V. Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract.
- VI. Assignment, transfer, subletting of Contract by the Supplier/Vendor without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- VII. Non-compliance to any contractual condition or any other condition attributable to Supplier/Vendor.
- VIII. Any other reason(s) attributable to Vendor towards failure of performance of contract. In case of breach of contract, BHEL shall have the right to terminate the Purchase Order/ Contract either in whole or in part thereof without any compensation to the Supplier/Vendor.
- IX. Any of the declarations furnished by the contractor at the time of bidding/ or entering into the contract for supply are found untruthful and such declarations were of a nature that could have resulted in non-award of contract to the contractor or could expose BHEL and/ or Owner to adverse consequences, financial or otherwise.
- X. Supplier/Vendor is convicted of any offence involving corrupt business practices, anti-national activities or any such offence that compromises the business ethics of BHEL, in violation of the Integrity Pact entered into with BHEL, having the potential to harm the overall business of BHEL/ Owner.

Note-Once BHEL considers that a breach of contract has occurred on the part of Supplier/Vendor, BHEL shall notify the Supplier/Vendor by way of notice in this regard.

Contractor shall be given an opportunity to rectify the reasons causing the breach of contract within a period of 14 days.

In case the contractor fails to remedy the breach, as mentioned in the notice, to the satisfaction of BHEL, BHEL shall have the right to take recourse to any of the remedial actions available to it under the relevant provisions of contract.

25.	Grievance Redressal Mechanism	<p>Grievance Redressal Mechanism:</p> <p>To promote transparency and ensure fair treatment of all bidders, a structured Grievance Redressal Mechanism is in place to address any concerns or issues arising during the tendering process or in subsequent business dealings with the company.</p> <p>Suppliers/Contractors are requested to follow the below escalation process for grievance resolution:</p> <ol style="list-style-type: none"> 1. First Level: Any grievance should initially be addressed to the designated Dealing Officer, whose contact details are provided in the Notice Inviting Tender (NIT)/Contract. 2. Second Level: If the issue remains unresolved, it may be escalated by filing a formal grievance through the SUVIDHA Portal: https://suvidha.bhel.in/suvidha/. Responses will be provided in accordance with the defined escalation matrix.”
26.	INVOICING THROUGH SUVIDHA PORTAL	<p>For supply orders placed on Indian Suppliers: Irrespective of the value of the invoice amount, the bidder / vendor should necessarily upload the despatch & invoice details on BHEL SUVIDHA portal https://suvidha.bhel.in/suvidha/, prior to despatch. All documents along with PO checklist, along with additional documents (if any), must be uploaded on the portal. It is mandatory that tax invoices with a net amount (including taxes) exceeding Rs five lakhs uploaded on the portal must be digitally signed using a Class 3 Digital Signature Certificate (DSC) issued by a licensed Certifying Authority. Submission of invoice document in hard copy is allowed for invoices with a net amount (including taxes) equal to and upto Rs five lakhs, in case they were not digitally signed and uploaded on the portal.</p> <p>The material will not be accepted inside BHEL in absence of the above.</p>

27. SPECIAL CONDITIONS

This may be noted that any deviation to GeM tender shall not be entertained as buyer can't modify any tender terms after bid submission or offline settlement of any deviations during Part-1 evaluation is not possible. **In this regard, kindly note that commercial terms such as Quantity, Offer Validity, Inspection, Delivery, Freight, Insurance, Payment, LD, Guarantee/ Warranty or other terms shall be as per tender only. Hence, submission of additional bidding format or any other document/ Format/ Tender Terms & Conditions shall not be considered in GeM. Suppliers are requested not to upload any such extra documents for information and compliance, otherwise the offer is liable to be rejected.**

Bidders who fail to upload declaration against local content in proper place in GeM shall automatically be considered as on-Local bidder by GeM system and no preference shall be given by GeM functionality.

Bidders who fall under MSE (Micro & Small Enterprises) and fail to upload 'Udyam Registration Certificate (URC)' in proper place in GeM shall automatically be considered as MSE bidder by GeM system and no preference shall be given by GeM functionality.

In absence of or inability of bidder to upload the relevant document at proper place in GeM, the GeM system functionally may debar bidder from availing local bidder benefits or MSE benefits like purchase preference etc. Also, the admissibility of claim of bidder related to these issues cannot be made later once offer is submitted through GeM. **It is totally as per the GeM functionality and in any such event, BHEL has neither any control over the process nor to be held responsible for same.**

Further, it is to be noted that **MSE benefits are not being extended to Agent/ Dealer/ Trader/ Distributor (i.e. Other than Manufacturer).** Bidder has to also provide supporting document(s) such as Agreement Between OEM & Bidder(s) etc.

Identification must. Soon after rejection of material, it is to be decided by supplier that material should be taken back maximum within two weeks after communication for rectification/ replacement & submit back the rectified/ fresh material to BHEL Bhopal within 30 days of rejection. In the event of non-lifting of rejected material by supplier, BHEL will not be responsible for loss of such items to the supplier in any case.

Bidders to provide their single point contact details (email ID, contact number) along with the offer for any bid related clarification/ query communication if required.

Offers of bidders who are in 'HOLD/BANNED' status in BHEL Bhopal PMD shall not be considered.

Unregistered bidders to submit documents required for registration on BHEL Portal Online (<https://www.bhel.com/supplier-registration>)

28.	OTHER TERMS & CONDITIONS	Other Terms & Conditions as per GeM GTC
29.	BID SUBMISSION WITHIN DUE DATE & TIME	No request for extension of tender due date will be entertained after the tender due date under any circumstances. Hence, all bidders are requested to submit their bid well within due date and time. <i>BHEL reserves the right for extension of tender based on situation without assigning any reason whatsoever it may be.</i>
30.	DOCUMENTS TO BE FURNISHED ALONG WITH YOUR QUOTATION	<p>Duly Filled, Signed and Sealed copy of:</p> <ul style="list-style-type: none"> - Technical PQR along with all supporting documents - Annexure-A in company letterhead - Annexure-M in company letterhead (for bid Value less than 10 Crores) <p><i>[In case the bid value more than Rs. 10 Crores, bidder shall necessarily submit certificate from Statutory Auditor or Cost Auditor (if bidder is a Company) and Cost Accountant or Chartered Accountant (OEMs other than Companies) as per the Circular & NIT given for Annexure-M in company letterhead]</i></p> <p>OTHERS:</p> <ul style="list-style-type: none"> - UDYAM Registration Certificate (as applicable for MSME bidders only)

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.

7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

[यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions](#)

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---